

COLLECTIVE BARGAINING AGREEMENT

GFL DELTA

AND



SEPTEMBER 1, 2022 AUGUST 31, 2025

COLLECTIVE AGREEMENT

BETWEEN:

GREEN FOR LIFE (GFL) DELTA
(hereinafter called "the Employer")

AND:

**UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION
(UNITED STEELWORKERS)
LOCAL 2009**

(hereinafter called "the Union")

September 1st 2022 – August 31st 2025

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ARTICLE 1 PURPOSE

- 1.01** Whereas it is the intent and purpose of the Parties hereto that this Agreement, which has been negotiated and entered into in good faith, will promote and improve industrial relationships between the Employer and the Union, and to set forth herein the basic Agreement covering rates of pay, hours of work and conditions of employment to be observed between the Parties hereto and:
- (a) to recognize mutually the respective rights, responsibilities and functions of the Parties hereto;
 - (b) to provide and maintain working conditions, hours of work, wage rates and benefits set forth herein;
 - (c) to establish an equitable system for the promotion, transfer, layoff and recall of employees;
 - (d) to establish a just and prompt procedure for the disposition of grievances;
 - (e) and, through the full and fair administration of all terms and provisions contained herein, to develop and achieve a relationship between the Union, the Employer, and the employees which will be conducive to their mutual well being.

ARTICLE 2 RECOGNITION

- 2.01** In this Agreement, Bargaining Unit means employees employed by the Employer at Unit 9 – 7483 Progress Way, Delta B.C, V4G 1E7 except office staff, and those excluded from collective bargaining by Section 1 of the *Labour Relations Code, R.S.B.C. 1996, c. 244*.

The Employer recognizes the Union as the sole bargaining agent for the employees in the bargaining unit for the purposes of collective bargaining with respect to rates of pay, hours of work and conditions of employment.

- 2.02** Bargaining unit work shall only be performed by bargaining unit personnel except as provided within this article.
- 2.03** The Employer agrees that no excluded personnel shall perform the job of a bargaining unit employee, except where the Employer has documented and offered the work to qualified bargaining unit employee(s) inclusive of overtime and has been unsuccessful in covering the shifts, subject to offering cross training in departments.
- 2.04** No employee shall be required or permitted to make a written or oral agreement with the Employer which conflicts with the express terms of this Agreement.

ARTICLE 3 MANAGEMENT

- 3.01** Subject to the express provisions of this Agreement, the Union acknowledges that the Employer has and retains the exclusive right to manage its business in all respects including but not limited to the following:
- (a) To plan, direct, and control operations, to schedule work, to determine the methods, processes, and means of work, to determine the location and facilities, and the extent to which locations shall operate.
 - (b) To hire, promote, demote, classify, transfer, assign, reassign and layoff employees and to discipline, suspend and discharge employees for just and reasonable cause.
 - (c) To direct the work force, including the right to decide on the number of employees needed by the Employer, or the number of employees required for any task at any time, to change the number of employees assigned to any task, to organize the work, to assign the work, to schedule shifts, to maintain order, discipline and efficiency in the operations.
 - (d) To make and to alter from time to time reasonable rules and regulations to be observed by all employees provided such alteration does not conflict with an express provision of this Agreement. The Union and the employee(s) affected shall be notified prior to any new or changed rules or regulations taking effect.

ARTICLE 4 UNION SECURITY PROVISIONS

4.01 Membership

The Company agrees that all employees covered under this Agreement, and all new employees hired subsequent to the effective date of this Agreement shall, as a condition of their hiring or continued employment:

- (a) authorize the Company in writing to deduct union dues from their pay. The Union will provide a Check-off Authorization to the Company for this purpose, the "copy" portion of which is to be mailed by the Company to the servicing staff office of the United Steelworkers Local 2009 at Unit # 202 – 9292 200th Street Langley B.C. V1M 3A6.
- (b) become members of the Union from their effective date of hire, and remain members of the Union in good standing.
- (c) complete and sign a Union Death Benefit card provided by the Union to the Company for such purpose, which shall be mailed to the servicing staff office with the Union portion of the Check-off Authorization as per Article 4.01 (a).
- (d) **All new employees shall be provided with the orientation and training as required by Occupational Health and Safety Regulation 3.23.**

- (e) **The Company will provide a Union representative up to fifteen (15) minutes of time, once per month, to train all new employee(s) from the prior thirty (30) days, to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the provisions dealing with Union Membership and Dues. The Employer shall also provide the new employee with a copy of the current Collective Agreement.**

4.02 Check-Off: Process and Procedures

- (a) The Company shall deduct from the pay of each member of the bargaining unit, an amount equivalent to the monthly dues, fees and assessments prescribed by the International Constitution of the United Steelworkers or the USW Local 2009 Union by-laws.
- (b) The Union will give reasonable notice to the Company of any changes in Union dues, fees or other amounts which the Company is required to deduct. All changes will coincide with the beginning of the Company's next pay period.
- (c) No later than fifteen (15) days following the last dues deduction of the month, the dues so deducted shall be made payable and remitted to:

International Secretary-Treasurer
United Steelworkers
Unit D, Box 34223
Vancouver, BC V6J 4N1

- (d) The monthly remittance shall be accompanied by a completed USW-R115 Form (a summary of the dues calculations made for the month, each month), as well as a statement showing the names of each employee from whose pay deductions have been made and the total deducted for the month. Such statements shall also list the names of the employees from whom no deductions have been made and the reason why, ie W.C.B., W.I., laid off, etc.
- (e) A duplicate R115 Form and employee deduction statement as in (d) above shall be forwarded by email to:
- (i) United Steelworkers, Local Union 2009
- (f) The Company agrees to print the amount of total deductions paid by each employee for the previous calendar year on their annual statement of Remuneration (T4 slip).
- (g) The Union agrees to indemnify and save the Company harmless against all claims or other forms of liability that may arise out of, or by reason of deductions made or payments in accordance with this Article.

- 4.03** The Employer shall not contract – out any bargaining unit work.
The use of contractors or sub-contractors that physically perform any work at the site or off the site (Truck Drivers) shall not cause any lay-offs to bargaining unit employees. **The Employer will not use contractors to replace or displace bargaining unit members.**
- 4.04** During the term of this Agreement, or while negotiations for a further Agreement are being held, the Union and its members, agree that they will not permit, cause, or encourage or take part in any sit-down, slowdown, or stoppage of work on any department or any strike or stoppage nor authorize or condone any curtailment of work or restriction or interference with production at the Employer’s operation.
- 4.05** During the term of this Agreement, or while negotiations for a further Agreement are being held, the Employer will not engage in any lockout of its employees.
- 4.06** The Union has the right to appoint or elect two (2) members of the Bargaining Unit to their Negotiating Committee.

ARTICLE 5 RATES OF PAY

- 5.01** Employees within the Bargaining Unit shall be paid in accordance with the rates of pay for the applicable classification as negotiated by the Employer and the Union. The applicable rates of pay are found in Appendix “A” to this Agreement.
- 5.02** Additional classifications may be established by the Employer from time to time. The rates for same shall be subject to negotiation between the Employer and the Union. If the Parties are unable to agree upon a rate for the new classification, the dispute may be referred to Arbitration by either Party.
- 5.03** When an employee from a higher classification is requested to work temporarily, or until permanently reclassified, at a lower-rated classification, they shall continue to be paid at the rate for the higher-rated classification.
- 5.04** An employee reclassified or assigned to a lower-rated classification on a permanent basis shall be paid the established rate for the reclassified or lower-rated position.
- 5.05** An employee reclassified or assigned to a higher rated classification on a temporary or permanent basis shall be paid the established rate for that classification for all hours worked in the classification.

ARTICLE 6 HOURS OF WORK AND REST PERIODS

6.01 (a) Operator / Warehouse Shifts

The work week shall be forty (40) hours a week and the work day shall consist of eight (8) hours from 6:00 a.m. to 2:30 pm and 12:00 pm to 8:30 pm with a designated unpaid thirty (30) minute lunch period.

(b) Transport Operator Shifts

The work week shall be forty (40) hours a week and the work days shall consist of five (5) eight (8) hour shifts or four (4) ten (10) hour shifts Monday to Friday. The shift shall start between 5:30 am to 8:00 am and between 1:00 pm and 4:30 pm with a non-designated unpaid thirty (30) minute lunch period. The Employer shall give each driver twelve (12) hours' notice of their actual start time between the above listed hours. Employees required to perform work on an overnight stay and outside of the Province shall be provided the following;

- a) Single room accommodations
- b) WCB coverage for out-of-Province work
- c) The Company will pay the employee a meal allowance of **\$15.00** for breakfast, **\$20.00** for lunch and **\$30.00** for supper.
- d) Long haul drivers shall not drive for periods longer than allowed under Provincial or Federal regulations where applicable.

(c) Change of Start & Stop Times

By mutual agreement between the Employer and the Union Shop Committee, the regular starting and stopping times of standard work shifts above in (a) and (b) may be changed.

(d) Wash-up Period

Employees shall be granted a paid five (5) minute wash-up period prior to the start of all their breaks and the end of their shifts.

(e) Rest Periods

There shall be two (2) scheduled fifteen (15) minute paid coffee breaks in each standard shift, approximately midway between each half of the shift.

- (f) On occasion, employees may be required to work into their coffee or lunch break to satisfy a customer. In this event the employee will be allowed the equivalent time for their break following the completion of the required work. However, if no other time is provided for their break(s) overtime shall be paid for the time worked. In no event shall any employee be required to work more than five (5) hours without a scheduled lunch break.

(g) **Alternate Shifts**

Where the Company may require an alternate shift, which may include hours less or greater than the above-mentioned shifts (a) to (b), all details of the shift(s) shall be worked out and agreed to with the local union prior to any implementation of the new shift. This shall include but is not limited to, vacations, statutory holidays, rest break and any other differences that normally would apply during the above shifts.

(h) Nothing in this article shall be construed as a guarantee of hours.

6.02 Reporting and Guaranteed Hours

- a) Employees reporting for work in the usual manner shall be guaranteed two (2) hours' work or pay in lieu.
- b) In the event of equipment breakdown, employees shall be notified a minimum of two (2) hours before the beginning of their shift. If notification is not given and the employee reports for work, they shall be guaranteed two (2) hours' work.
- c) Notification attempts to the employee's last known telephone number shall be recorded in a log book by the Supervisor. The Company shall provide the Union a copy of the call log upon request.
- d) Where an employee has completed their shift and is called back to work. The call-back pay shall be guaranteed at two (2) hours' pay at the appropriate hourly rate. At no time shall an employee be required to sit on the Employer's premises if the work they are called back to do has been completed.

6.03 Call-in Pay

In the event that an employee is called in to work outside their scheduled shift of a day in which an employee is scheduled to work or has worked, they shall be paid overtime rates for the hours worked outside of their scheduled shift with a minimum payment of **three (3)** hours at time and one half (1 ½x) of their regular rate of pay.

6.04 Daily Overtime

- (a) For the purpose of this Article, overtime is paid to an employee for approved time worked outside of or in excess of regular scheduled hours for the day at the rate of one and one-half times (1½X) the regular rate of pay for the first two (2) hours worked thereafter in any one day and double time (2X) for all hours worked thereafter in any one day. Ten (10) hours shifts shall be double time (2X) for all hours worked beyond their regular scheduled hours for the day.

(b) **Weekly Overtime**

Overtime is paid to an employee for approved hours worked in excess of forty (40) in any week at the rate of one and one-half (1½X) the regular rate of pay.

(c) **Overtime distribution**

Scheduled overtime shall be offered to employee(s) based on seniority competency. When no employees are available to perform work within a classification, the employer will schedule the junior employee in the classification to fill the shift.

6.05 **Shift Changes**

Shift changes at the request of an employee or as a result of an exchange of shifts between employees as approved by the Employer shall not result in any overtime payment by the Employer unless they work beyond the regular scheduled hours for that day in the shift exchange.

6.06 **Shift Schedules**

(a) Shift schedules shall be posted by the Employer for three (3) working days in advance. For Warehouse employees, unless mutually agreed, if employees are not given three (3) working days' notice in advance of a shift change, they shall receive one and one-half times (1½X) for all hours worked for the first three (3) shifts following the change.

(b) **Shift Rotation**

Shift rotation shall occur as mutually agreed – Day Shift and Afternoon Shift: Shifts will rotate every two (2) weeks to allow employees equal time on each shift. However current shift arrangement for shifts between employees or otherwise shall remain in effect at the signing of this agreement.

6.07 Except as may be expressly provided in this Agreement, there shall be no pyramiding of overtime benefits.

6.08 When employees work more than two (2) hours overtime after completion of their regular shift they will be allowed a one-half (½) hour unpaid meal break.

6.09 Employees shall have eight (8) hours rest between shifts unless the parties mutually agree otherwise.

ARTICLE 7 STATUTORY HOLIDAYS

7.01 All employees who qualify for payment of the Statutory Holidays listed below shall receive their regular straight time rate of pay for each of the Statutory Holidays for which they qualify in addition to any wage to which they may be entitled as a result of any work which the employee performs on such Statutory Holiday(s) as listed below or as designated by statute.

Work performed on Statutory Holidays as listed in Article 7 will be paid at one and one-half times (1½x) an employee rate of pay plus eight (8) or (10) hours Statutory Holiday pay.

Employees who work ten (10) hour shifts shall be entitled to receive ten (10) hours statutory holiday pay for each statutory holiday that falls on their regular scheduled shift and eight (8) hours pay for statutory holidays that do not fall on their regular scheduled shift.

7.02 Statutory Holidays to be observed by this Agreement are:

New Years' Day	Family Day
Good Friday	Victoria Day
Canada Day	BC Day (Provincial)
Labour Day	Thanksgiving Day
Remembrance Day	Christmas Day
Boxing Day	<u>National Day for Truth and Reconciliation</u>

And any other day declared as a Statutory Holiday by the Provincial and/or Federal Governments. **Should the BC Government issue a day recognizing Indigenous peoples the provincial Holiday will replace the Federal Holiday of "National Day for Truth and Reconciliation".**

In addition to the named holidays, each employee shall be entitled to **two (2)** Floating Statutory Holidays during each contract year which shall be taken at a time mutually agreeable to the Company and to the employee. Floating Holidays not taken by employees within a contract year shall be paid out on the first pay period in January in the following contract year at the employees' rate of pay from the following year. The Floating Statutory Holiday shall be paid at ten (10) hours pay for employees who are regularly scheduled for ten (10) hour shift of an employee's regular rate of pay.

7.03 Qualifying Conditions

- (a) An employee, to qualify for Statutory Holiday pay, must comply with each one of the following three conditions:
 - (i) Have been on the payroll thirty (30) calendar days with the company for all above mentioned holidays. This shall be from the employee(s) first day of employment.

- (ii) Have worked their last scheduled work day before, and their first scheduled work day after the holiday, unless their absence is due to illness, injury, or is otherwise authorized by the employer.
 - (iii) Notwithstanding (ii) above, the employee must have worked one (1) day before and one (1) day after the holiday, both of which must fall within a floating thirty (30) calendar days period.
- (b) In case of injury or illness in (ii) above the employer shall have the right to request a medical certificate.

7.04 In calculating days worked for the purposes of determining an employee's qualifying for payment for a Statutory Holiday pursuant to 7.03 above, the following will be deemed as a "work day":

- (i) regular scheduled shift worked;
- (ii) absence due to Workers' Compensation Board approved claim and for which the employee is in receipt of Workers' Compensation Board wage loss benefits;
- (iii) approved annual vacation pursuant to Article 8;
- (iv) Employer sponsored training days;
- (v) absence due to verified illness or approved disability leave of less than 30 days.

7.05 All Holidays within this article shall be provided to the union and posted annually. Any discrepancies shall be worked out between the Company and the Union.

ARTICLE 8 VACATIONS

8.01 Entitlement

- (a) Employees during their first (1st) year of employment shall receive three (3) weeks' (120 hours) vacation pro-rated from their start date with pay based on six percent (6%) of gross earnings for the year for which they are receiving their vacation.
- (b) Employees in calendar year one (1) through four (4) years of employment (120 hours) shall receive three (3) weeks' vacation with pay or six percent (6%) of gross earnings for the vacation year.
- (c) Employees in calendar year five (5) years through nine (9) years of employment shall receive four (4) weeks' (160 hours) vacation with pay or eight percent (8%) of gross earnings for the vacation year.

- (d) Employees in calendar year ten (10) through nineteen (19) years of employment shall receive five (5) weeks' (200 hours) vacation with pay or ten percent (10%) of gross earnings for the vacation year.
- (e) Employees in calendar year twenty (20) years plus employment or more shall receive six (6) weeks' (240 hours) vacation with pay or twelve percent (12%) of gross earnings for the vacation year.

The vacation year follows the calendar year, running from January 1 to December 31. Vacation eligibility is established at the beginning of each calendar year (January 1), or is pro-rated from the date of hire to December 31 of that year. In either case, vacation is taken in the same year it is earned and/or accrued.

Employees who have a negative vacation accrual at the time of termination will have the negative balance deducted from their final pay cheque. If the Employees' final pay cheque is not sufficient to pay back the negative vacation balance owing, they will be required to reimburse the employer for the difference.

Vacation eligibility is based on years of service as at January 1st of each year.

Eligibility Year	Eligibility	Equates to % Pay
During the 1 st year of employment	3 weeks (120 hours) pro-rated from start date to December 31 st	6%
Calendar year of 1 st thru 4 th of employment	3 weeks (120 hours)	6%
Calendar year 5 th thru 9 th of employment	4 weeks (160 hours)	8%
Calendar year of 10 th + of employment	5 weeks (200) hours	10%
Calendar year of 20 th + of employment	6 weeks (240) hours	12%

8.02 Vacation Pay Upon Termination

In the event that an employee's employment is terminated during the course of a working year in respect of which they have not received an annual vacation, they shall receive the accrued but unpaid vacation at appropriate percentage of their gross pay earned during the portion of the year that they have worked in accordance with the provisions of Article 8.01 above.

8.03 Vacation Scheduling

- (a) Vacations for the calendar years January 1st to December 31st must be requested by the employees by December 15th prior to January 1st of new calendar year. Employees shall fill out the appropriate vacation tracking sheet to request their vacations. Weeks of vacation requests shall be

scheduled prior to request for day(s) of vacation. All requests submitted by December 15th shall be scheduled by seniority. The Employer shall approve employees' requests and post a confirmation of the employees' vacation schedule no later than January 15th of the following year. Once confirmed, no changes can be made to the vacation schedule without the approval of the employee.

Employees who have their vacation scheduled by the Employer in accordance with this Article, or who request a change after January 2nd shall not be entitled to later bump another employee's selected vacation time. All vacation requests after January 15th shall be approved on a first come first served basis and shall be confirmed by the employer within seven (7) working days of this application.

- (b) Once the employee(s) vacation selection is confirmed and posted in accordance with Article 8.03 (a), employees shall receive their vacation pay for the period of vacation they are taking on their regular pay cheque. Any excess monies earned on an employee's annual vacation earnings shall be paid out on the first pay cheque of the following year.

8.04 Employees are encouraged to use their vacation time during the calendar year. Should employees have vacation remaining at the end of the year, a maximum of five (5) days' vacation may be carried over into the first six months of the following year, the employee shall put the request in writing and submit it to their immediate supervisor which shall not be denied. Otherwise all earned vacation must be taken.

8.05 The following shall be included in calculating years of service for the determination of vacation entitlement following one (1) continuous year of employment:

- (i) absence on Workers' Compensation provided the employee returns to full active employment;
- (ii) absence due to illness, provided the employee returns to full active employment;
- (iii) any other absence approved by the Employer.

ARTICLE 9 SENIORITY

9.01 The Employer recognizes that job opportunity and seniority should increase according to length of service. Seniority shall mean length of continuous service with the Employer as an employee within the bargaining unit and shall include credit for all service with this Employer.

9.02 Probation

- (a) All new employees shall be considered probationary employees for **ninety (90) working days within one hundred and eighty (180) calendar days from their**

first day of employment, and thereafter shall become regular employees. An employee may be terminated at any time during his probationary period at the sole discretion of the Employer. The employee shall have the right to a grievance as a result of the actions of the Employer.

- (b) Upon completion of the probationary period, an employee's seniority shall be effective the first date of employment.

9.03 **Maintenance of Seniority**

Seniority shall be maintained and accumulate during absence due to:

1. Layoff;
2. Illness, or non-compensable accident covered by approved leave of absence or wage indemnity benefits;
3. Authorized leave of absence;
4. Absence from employment on approved Union business; and
5. Compensable illness or accident covered by W.C.B. Wage Loss benefits.

9.04 **Cancellation of Seniority**

Seniority will be lost if an employee:

1. voluntarily leaves the employ of the Employer;
2. is discharged for cause;
3. fails to report for work within five (5) calendar days of recall from layoff or fails to return to work from an authorized leave of absence;
4. is absent without leave **for three (3) or more consecutive days**;
5. has been laid off and;
 - Employees with less than two (2) years' service shall retain their seniority for a period of months (9) months,
 - Employees with two (2) or more years' service shall retain their seniority for one (1) year, plus one (1) additional month for each year's service, up to an additional twelve (12) months, or, accepts any severance pay they may be entitled to at any time during their layoff.

9.05 **Lay-off and Recall**

- (a) In the event that a reduction in the regular workforce is deemed necessary, the Employer shall first affect the lay-off in the area or

department of the Employer where the lay-off is required. The Employer shall first lay-off the employee with the least seniority within the particular classification.

- (b) Five (5) working days' notice of lay-off shall be given to each employee to be laid off. The notice shall be given in writing, except no notice shall be given to those employees who are recalled from lay off for periods of less than five (5) days' work. Four (4) working days' notice of lay-off shall be given to each employee to be laid off working ten (10) hour shifts. The notice shall be given in writing, except no notice shall be given to those employees who are recalled from lay off for periods of less than four (4) days' work.
- (c) In the event of work shortages, the Union and the Company shall meet to discuss alternatives to lay off, including shorter work days/work weeks. Any changes to the hours of work must have mutual agreement of the Parties.

9.06 In the event of reduction and/or lay off, an employee may use their seniority to bump into the job of another employee with less seniority in another classification, however the senior employee bumping the junior employee must have the requisite qualifications, skill and ability to able to perform the work efficiently of the employee they displace.

9.07 **Recall From Lay-off**

Laid off employees shall be recalled in order of seniority provided they possess the requisite qualifications, skill and ability to perform the work available.

A recall to work is affected by the Employer advising the employee by a telephone call and confirmed by courier at the number or address on file with the Employer of the date and time that the employee is to be recalled to work.

An employee being recalled to work must return to work as soon as possible after the notice of recall but in any event not longer than five (5) calendar days after the registered notice is delivered.

9.08 Upon layoff, members who are currently covered under group insurance benefits program, shall be eligible for continued coverage through the layoff period under the following conditions:

- (a) Eligibility for disability (STD/LTD) coverage shall cease immediately once layoff commences. Coverage for all other benefits shall be maintained for a maximum of 120 days from the first day of layoff.
- (b) Eligible employees shall have benefits reinstated on their first day back to work, provided they are covered under benefits plan on the date the layoff commenced. Eligibility for benefits is determined by the benefit plan contract.

9.09

Seniority Lists

The Employer shall prepare a seniority list of all employees and present the list to the Union within thirty (30) days of the signing of the Agreement. (Being this is the first Collective Bargaining Agreement the parties shall agree on the seniority prior to the commencement of negotiations and a ratification vote being completed) These lists will commence with the most senior employee and carry downwards to the most junior employee and contain the following information:

1. Employees name;
2. Employees date of hire;
3. **Employees posted classification.**
4. **Employees phone number**
5. **Employees email address**

The Employer shall revise and post a seniority list every six (6) months and provide an updated list to the local union upon request.

9.10

Posting Provisions

In the event that a new job or classification is created or a vacancy occurs within the bargaining unit, the Employer shall post a notice of the position available for five (5) calendar days notifying that a vacancy exists. All vacancies shall be awarded by seniority where the pre-requisites skills and ability and or the qualifications skills and ability to perform the work is equal, seniority shall be the deciding factor.

For clarity on pre-requisites skills and ability the following departments/jobs will apply;

- Warehouse (as outlined in Appendix C)

For clarity on qualifications skills and ability the following departments/jobs will apply:

- Transportation Operator – Certification in either class 3 or class 1 (may or may not require air brake endorsement)
- Lab Pack – Post – Secondary education in Chemistry or related field experience.

Employees desiring the position shall then apply, in writing, within the posting period for the position. The employee awarded any of the positions shall be trained in all aspect of the job.

9.11

Vacancies, New Positions or Transfers

The Employer, when filling vacancies or new positions or offering transfers, shall apply seniority, provided, however, that the employee who claims the right to exercise their seniority on the above criteria and has the potential to efficiently fulfil the job requirements.

- (a) The selection of employees under this Article rests with the Employer, subject to this Article, and the grievance and arbitration provisions of this Agreement.
- (b) The Employer shall ensure that in the exercise of its job selection rights under this Article that no discrimination or favouritism affects any particular candidate.
- (c) The employer agrees to award the vacancy within fourteen (14) days of the close of the posting.
- (d) Where any employee has been selected to fill a posted job vacancy under this Article, the Employer shall undertake to move the employee into the new position within thirty (30) working days after the vacancy was awarded or as soon thereafter as possible. Should the business needs change, within the thirty (30) working days, provided above, the company will communicate the cancellation of the job, and the reason, in writing to the Union representative and the employee.
- (e) In the event the cancelled job is reposted within thirty (30) working days, the original successful applicant will be given first opportunity to be placed in the job and then the next most senior applicant who is capable (if the original applicant no longer wants the job).
- (f) An employee(s) who fills a vacancy, under this section, and after having worked on such job, should the employee desire to return to the job from which they were transferred, they must make such request before the expiration of three (3) months working on the new job. The company shall have the right to delay such request for a period of thirty (30) working days. The company shall also have the right to transfer an employee who is unsatisfactory back to the job from which they were transferred during the first three (3) months working on the new job
- (g) Employees that transfer to a new position will be eligible to apply for another transfer if they are determined to be the senior qualified applicant. They will receive the higher rate but not move to the position until such time as they are deemed competent in their current position or a period of one year has elapsed, whatever is sooner.

9.12 Employee(s) on lay-off may apply for and be considered for any position or vacancies of which they become aware of which may arise at the Employer.

ARTICLE 10 HEALTH AND SAFETY

- 10.01** (a) The Company and the Union agree that it is in the interest of all concerned to maintain high standards of Health, Safety and Environment in order to prevent occupational injury and disease.
- (b) Health and Safety Representatives shall be established in accordance with the following:
- i) One (1) Health and Safety Worker Representative for the Union.
 - ii) One (1) Health and Safety Employer Representative for the Company.

- (c) The Worker and Employer representatives shall have the same duties and functions as a joint committee, to the extent practicable.

10.02 (a) Occupation Health and Safety Committee

It is agreed that Part 2 of the BC *Workers Compensation Act*, and the Occupational Health & Safety Regulation is incorporated into and forms part of this agreement. The employer and the union agree to abide by those provisions unless this agreement provides otherwise.

- (b) The Company agrees to fully cooperate with the Health and Safety Worker and Employer Representatives and shall provide them with full access for carrying out their inspections, investigations and shall furnish all reports, plans and records pertinent to the work of the Health and Safety Representatives.

(c) Reporting Unsafe Conditions and Refusal of Unsafe Work

The Occupational Health and Safety Regulation requires that whenever a person observes what appears to be an unsafe or harmful condition or act, the person must report it as soon as possible to a supervisor or to the Employer, and the person receiving the report must investigate the reported unsafe condition or act and must ensure that any necessary corrective action is taken without delay.

- (d) The Health and Safety Representatives shall accompany all government inspectors during inspections and investigations.

(e) Representatives Recommendations

The employer shall respond in writing within twenty-one (21) working days, to any formal recommendation of the Health and Safety Representatives.

(f) Health and Safety Education Leaves

The Company shall provide one (1) day of paid educational leave in each year for the Health and Safety representatives to attend Health, Safety and Environmental courses that will enhance the members skills and understanding so that they more effectively participate in health & safety responsibilities.

(g) Unresolved Safety Issues

The Health and Safety Representatives may refer unresolved safety issues to the Joint Labour/Management Committee for possible resolution. This provision does not limit any right to seek a resolution from the WCB.

10.03 Notification of Injury or Illness

- (a) Any employee suffering an injury or illness must report immediately to First Aid and Employer as soon as possible.
- (b) The Health and Safety Representatives shall be notified immediately of each injury or illness.
- (c) In the case of a fatality or serious injury arising from an incident or condition at work, the Local Union shall be notified immediately and one of its representatives shall join the Health and Safety Representatives investigation at the workplace. Furthermore, the Union can also request the assistance from the District 3 Staff Representative or the District 3 Safety Coordinator or their designate to participate in the investigation. The Company shall provide full access to the workplace.

10.04 Injured Employee - Daily Earnings

- (a) Where an employee is injured on the job to the extent that they are required to obtain treatment at a medical facility or doctor's office, and the doctor recommends that the employee not return to work on that day, the Company shall maintain the employee's normal daily earnings for the day of injury.
- (b) The Company shall provide transportation at no cost to the employees if medical treatment is required.

10.05 (a) Adequate washroom, lunchroom and, where necessary, locker facilities shall be provided by the Company and kept in a sanitary condition. The lunchroom shall be supplied with hot/cold water, coffee cups, microwave oven and refrigerator.

10.06 The Company understands the importance of having qualified First Aid attendants and, therefore, agrees to train all employees at level one. **A premium of seventy-five cents (\$0.75) per hour will be paid to the senior employee(s) who agrees to be the designated First Aid Attendant.**

10.07 Safety Equipment

- (a) The Company shall provide at no cost to the worker all items of personal protective equipment required by Regulation.
- (b) Personal protective equipment must:
 - i) Be selected and used in accordance with the recognized standards and provide effective protection;
 - ii) Not in itself create a hazard to the wearer;

- iii) Be compatible, so that one item of personal protective equipment does not make another item ineffective;
 - iv) Be maintained in good working order and in a sanitary condition.
- (c) If an evaluation of workplace conditions is required to determine appropriate personal protective equipment, the evaluation must be done in consultation with the representatives and the worker who will use the equipment.
- (d) The Company shall provide safety boots for all employees that are employed by the Company for a maximum of \$250.00 through the Company safety boot voucher program. Furthermore, the Company shall supply replacement boots as needed due to the wear and tear from chemicals within the workplace.
- (e) The Company recognizes that employees working in the yard may be exposed to severe weather, therefore, the Company agrees to provide, at no cost to the employees. Winter safety boots, insulated gloves, balaclavas and insulated coveralls.

10.08 Right to Refuse Unsafe Work

- (a) Notwithstanding the provisions of section 3.12 of the Occupational Health and Safety Regulation, a worker may refuse to perform any work activity which they have reason to believe is likely to endanger someone.
- (b) When a worker has refused to perform work under Paragraph (a) it is agreed that the procedures of section 3.12 of the Occupational Health and Safety Regulation will apply as if the worker had refused under the terms specified in the Act.
- (c) When a worker has refused to perform unsafe work either under the terms of this agreement or under the terms of section 3.12 of the Occupational Health and Safety Regulation, the employer shall not assign any other employee to use or operate the machine or thing, work in that place or perform the activity referred to in the work refusal unless
 - (i) the Supervisor is satisfied on reasonable grounds that the other employee will not be exposed to any undue hazard,
 - (ii) The other worker has been advised of the refusal of the employee concerned and of the reasons for the refusal; and
 - (iii) The other worker has been advised of their right to refuse unsafe work
- (d) Employees who are due to work on a scheduled work period or shift after a shift during which there has been a stoppage of work arising from a work refusal are deemed, for the purpose of calculating wages and benefits, to be at work during their work period or shift.

10.09 Laundry and Repairs

The Company agrees to pay the cost of laundering and repairs to coveralls provided to employees. Furthermore, the company shall supply all truck drivers with Terrapure shirts and pants.

10.10 Pregnant or Nursing Employees

- (a) An employee who is pregnant or nursing may cease to perform their job if they believe that, by reason of the pregnancy or nursing, continuing any of their current job functions may pose a risk to their health or to that of the fetus or child. On being informed of the cessation, the employer, with the consent of the employee, shall notify the work place Health and Safety Representatives.
- (b) The employee must consult with a qualified medical practitioner of their choice as soon as possible to establish whether continuing any of their current job functions poses a risk to their health or to that of the fetus or child.
- (c) For the period during which the employee does not perform their job under subsection (a), the employer may, in consultation with the employee and the union, reassign the employee to another job that would not pose a risk to their health or to that of the fetus or child.
- (d) The employee, whether or not they have been reassigned to another job, is deemed to continue to hold the job that they held at the time they ceased to perform their job functions and shall continue to receive the wages and benefits that are attached to that job for the period during which they do not perform the job

10.11 Return to Work/Stay at Work

The Employer shall notify the Union whenever there is a request for accommodation. The Company and the Union are committed to support the return to work of employees with a disability and to ensure that they are treated with respect and dignity at all times.

ARTICLE 11 STATUTORY PROVISIONS

- 11.01** The Employer agrees that an employee shall be provided a Shop Steward prior to discharging or suspending any employee.
- 11.02** The Union shall have the exclusive use of a Bulletin Board on the premises of the Employer and provided by the Employer for the purpose of posting paper, notices, etc., which may be of interest to Union members.
- 11.03** Any notice required to be given by the Union to the Employer under the terms of this Agreement shall be given by courier, facsimile or email addressed to Employer at its registered address at *Unit 9 – 7483 Progress Way, Delta B.C, V4G 1E7*. Any notice to be given by the Employer to the Union under the terms of this Agreement shall be given by courier or facsimile addressed to the Secretary of the Union at its registered address at #202 – 9292 200th Street Langley, British Columbia V1M 3A6.
- 11.04** When the Employer finds it necessary to discharge a Shop Steward, the

Union Staff Representative shall be notified prior to such discharge.

11.05 The Parties agree that they shall form a Joint Labour Management Committee which shall meet **at the request of either party** for the purpose of discussing issues related to the workplace that affect the Parties or any employee bound by this Agreement.

11.06 Prior to accessing the plant or the operations of the Employer, a Union Representative shall first obtain permission from the Employer. Permission shall not be unreasonably withheld. The Union agrees that there shall be no undue disruption of normal operations. It is understood that permission is not to be construed as unlimited free access and will be subject to a non-disclosure agreement. All visitors will be required to go through the regular safety orientation and wear appropriate PPE.

ARTICLE 12 LEAVES OF ABSENCE

12.01 Bereavement Leave - Compassionate Leave

- (a) In the event of a death in the immediate family of an employee, the Employer shall grant up to three (3) days leave of absence with pay at the employee's normal straight time rate where the employee was scheduled to work. Employees shall be permitted two (2) additional days off for compassionate purposes. The additional days shall be unpaid.

The term "*immediate family*" shall mean spouse (including common-law spouse or same sex partner), parents, step parents, children, step children, brothers, sisters, sisters-in-law, brothers-in-law, grandparents, spouse's grandparents, grandchildren, mother-in-law, father-in-law, nieces and nephews. The Employer may request a proof of death.

- (b) **In the event of a serious illness or injury of an immediate family member of an employee, the Employer shall grant up to three (3) days leave of absence with pay at the employee's normal straight time rate where the employee was scheduled to work. Employees shall be permitted two (2) additional days off for compassionate purposes. The additional days shall be unpaid.**

12.02 Jury Duty

- (a) If an employee is summonsed or subpoenaed for Jury Selection, Jury Duty or as a Crown Witness in a Provincial or Supreme Court proceeding, the Employer shall grant the employee leave of absence and shall pay the difference between the straight time hourly rate and the monies received for Jury Duty.

The employee must show satisfactory proof of such summons or subpoena and the monies received for attendance. This paragraph shall also apply to probationary employees.

- (b) An employee discharged from such duty before the end of their regularly scheduled shift shall contact the Employer and advise the Employer of their discharge from duty. The employee may be required to report to their shift upon their discharge from duty.
- (c) An employee who reports for Jury Duty, Jury Selection or as a Crown Witness pursuant to a Summons from the Court, shall be deemed to be on a scheduled shift while so engaged by the Court and shall be credited and entitled with all provisions within the Collective Agreement except for WCB coverage and time spent on Jury Duty will not be counted towards any overtime.

12.03 Union Leave

- (a) The Company shall grant unpaid leave of absence(s), subject to operational needs, to employees who are appointed or elected to Union office. The employee who obtains this leave of absence shall return to his Company within thirty (30) calendar days after completion of their term of employment with the Union.
- (b) The Company shall grant unpaid leave of absence, subject to operational needs, to employees who are elected as representatives to attend Union meetings, Union Education, Union conventions, etc. in order that they may carry out their duties on behalf of the Union. With respect to any unpaid leave of absence granted, in this section the Employer shall continue to pay each employee(s) their regular wages and benefits then invoice the Union for all such wages and benefits. The Union shall reimburse the Employer in the amount invoiced as soon as possible but not less than thirty (30) days from the receiving the invoice.
- (c) In order for the employer to replace the employee with a competent substitute, it is agreed that before the employee receives this leave of absence, as set forth in Clauses (a) and (b) above, the employer shall be given due notice in writing; in the case of (a) thirty (30) calendar days; and in the case of (b), ten (10) calendar days.

12.04 Maternity and Parental Leave

The Employer shall provide Maternity and Parental Leave in accordance with the provisions of the *Employment Standards Act* of British Columbia provided the employee meets all requirements and obligations for the granting of such leave pursuant to the Act.

12.05 Flex Days

All regular employees shall be entitled to ten (10) flex days per calendar year of the contract. Flex days can be used at the employees' discretion and shall not be unreasonably denied when requested. These flex days are considered non-paid days.

ARTICLE 13 - GRIEVANCE PROCEDURE

- 13.01** The Employer agrees to recognize the Stewards specified in Article 17, and the USW Representatives specified in Article 2, as the agents through which the employees shall process their grievances and receive settlement thereof.
- 13.02** The Employer nor the Union shall be required to consider or process any grievance which arose out of any action or condition more than seven (7) work days after the subject of such grievance occurred or either party became aware of any action or condition that may be a violation of the Collective Bargaining Agreement. The limitation period shall apply to all differences arising between the parties hereto relating to the interpretation, application, operation, or alleged violation of this Agreement. The foregoing limitation shall not apply to payroll errors of a continuing or recurring nature.
- 13.03** A "Group Grievance" is defined as a single grievance signed by a Steward or USW Representative on behalf of a group of employees who have the same complaint. Such grievance must be dealt with at successive stages of the Grievance Procedure, commencing with Step 3. The grievers shall be listed on the grievance form.
- 13.04** A "Policy Grievance" is defined as one which involves a question relating to the interpretation, application, or operation of this Agreement and does not involve a claim for compensation for any individual employee or employees. A Policy Grievance may be submitted by either party directly to arbitration under Article 14, by-passing Step 1 and Step 2. Such Policy Grievance shall be signed by a Steward, or a USW Representative, or in the case of an Employer's Policy Grievance, by the Employer or their representative.
- 13.05** The Company and the Union mutually agree that, when a grievance arises in the operation under the terms of this Agreement, it shall be taken up in the manner set out below:

Step One

The individual employee involved, with or without a Shop Steward, or the Shop Steward on behalf of the individual shall first take up the matter with the supervisor directly in charge of the work within seven (7) work days after the date on which the **alleged infraction occurred** or on which the employee ought to have known or been aware of the action or circumstances giving rise to the grievance. **The employee shall provide all details of the alleged infraction to the Supervisor including dates, times and any other relevant information.** **The supervisor shall provide a written reasoned response within seven (7) working days of the notice of grievance.**

Step Two

If a satisfactory settlement is not reached at Step One within seven (7) work days, the Shop Steward shall take up the grievance with either the Human Resources Department or Branch Manager, or both, as designated by the Company. The parties shall meet to discuss the grievance within seven (7) work days after step one has been completed. A **detailed** statement in writing of the

alleged grievance, shall be given to either Party concerned, by the grieved Party. The Employer shall notify the grievor and the Union Representative of their decision in writing within five (5) workdays following the said meeting. **The Employer shall provide a written reasoned response to the grievor and the Union within five (5) workdays following the said meeting.**

Step Three

If the grievance is not then satisfactorily solved, it shall be referred to the Local Union and the Management. The parties shall meet within the next seven (7) work days unless they agree otherwise and if no settlement is reached proceed to step four. **The Employer shall provide a response to the grievor and the Union Representative within five (5) workdays following the said meeting. All termination grievances shall proceed directly to Step Three of the grievance procedure.**

Step Four

If a satisfactory settlement is not then reached, it shall be dealt with by arbitration as set forth in Article 14. The Arbitrator referred to in this Article shall not have the authority to amend, modify, alter or in any way change this Collective Agreement.

13.06 The time limits specified in Article 13.05 above may be extended by mutual agreement between the Employer and the Union

ARTICLE 14 ARBITRATION

14.01 Within ten (10) calendar days of referral to arbitration, where a difference arises between the Parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitral, or where an allegation is made that this Agreement has been violated, either of the Parties may after exhausting the grievance procedure established by this Agreement, notify the other Party in writing of its desire to submit the difference or allegation to arbitration.

14.02 Any matter referred to arbitration, as provided in 14.01 hereof, shall be submitted to a single Arbitrator selected from the following list or to an Arbitrator mutually agreed to by the Parties:

1. Corrin Bell
2. Judy Corbin
3. Julie Nichols
4. **Ken Saunders**
5. **Elaine Doyle**
6. Jessica Gregory

14.03 The Arbitrator shall have the authority to act as a mediator/Arbitrator upon application of either Party and will hear and determine the difference or allegation, and will issue a decision, and the decision is final and binding upon the Parties, and upon any employee affected by it.

14.04 The Arbitrators will rotate on each subsequent arbitration, but should anyone be unable to act within thirty (30) calendar days, the Arbitrator shall be passed over to the next on the list, or selected by mutual agreement.

- 14.05** The Arbitrator will have the right to enter any premises where work is being done or has been done by the Employee, or in which the Company carries on business, or where anything is taking place or has taken place concerning any of the differences submitted to the Arbitrator and inspect and view any work material, machinery, appliance or article therein, and interrogate any person respecting any such thing or any of such differences.
- 14.06** If, during the life of this Agreement, one of the Arbitrators named in 14.02 hereof withdraws from the list, the Parties will appoint a replacement by mutual agreement in writing.
- 14.07** Except where otherwise provided for in this Agreement, each of the Parties hereto will bear its own expenses with respect to any arbitration proceedings. The Parties hereto will bear jointly the expenses for the Arbitrator on an equal basis.
- 14.08** No matter may be submitted to arbitration which has not first been properly carried through all preceding steps of the Grievance Procedure.
- 14.09** The Arbitrator will have jurisdiction and authority to interpret and apply the provisions of this Agreement insofar as it may be necessary for the determination of a grievance referred to it, but will not have the jurisdiction and authority to alter or to amend any of the provisions of this Agreement.
- 14.10** A claim by an Employee that the employee has been unjustly discharged, suspended or laid off may be settled by confirming the Company's decision in discharging, suspending or laying off the employee, or by reinstating the employee with such compensation, either full, partial or such other settlement as may be agreed upon by the conferring Parties or determined by the Arbitrator as the case may be.

EXPEDITED ARBITRATION

- 14.11 (a) The Union and the Company agree to the following expedited grievance/arbitration procedure to deal with any grievances the parties agree are of a time sensitive nature. The parties agree that discipline and discharge grievances are time sensitive unless agreed otherwise in a particular circumstance. Either party can elect to remove a discipline or discharge grievance from this expedited process, the parties will meet within 14 calendar days of the filing of a discipline or discharge grievance to attempt to resolve the grievance.**
- (b) For grievances other than discipline or discharge, the following will apply. The grieving party will notify the other party in writing of the desire to use the expedited process. The responding party will reply within 5 business days and indicate whether it agrees to use the expedited process. Following this agreement, the parties will meet and attempt to resolve the grievance within 14 calendar days.**
- (c) If the parties are unable to reach agreement, the grieving party may refer the matter to arbitration within 30 days of the meeting described above. The date for the hearing will be scheduled as soon as possible after the submission to**

arbitration. The parties will select an arbitrator who is able to provide prompt hearing dates.

- (d) Prior to the hearing, the parties shall determine which, if any, of the facts relevant to the grievance are in dispute, and shall endeavor to submit a statement of agreed facts.
- (e) The parties shall file written briefs to the arbitrator, with copy to the other party. Such briefs will be filed at least two (2) business days prior to the hearing. Such briefs will contain:
 - A summary of the facts, including any “will-say” statements of witnesses
 - A list of the documents upon which the party will be relying
 - A statement of the issue
 - The requested remedy
 - The legal argument or arguments supporting the party’s position, including brief reference to any applicable authorities.
- (f) All presentations are to be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations.
- (g) There shall be no formal evidence rules except to the extent that the arbitrator deems necessary to ensure a fair hearing.
- (h) The Arbitrator shall render their written decision within five (5) workdays following the date of the hearing. The decision shall be based on the facts presented by the parties at the hearing, and shall include a brief written explanation of the basis for their conclusion.
- (i) The parties shall engage an arbitrator on terms of reference that include a description of the process as set out above. The arbitrator’s terms of reference will also stipulate that the Arbitrator shall have the obligation of ensuring that all necessary facts and considerations are brought before them by the representatives of the parties and that the hearing process is fair.
- (j) Where appropriate, the parties may combine grievances to have more than one grievance heard in a single day hearing.
- (k) The Arbitrator under this Expedited Arbitration Procedure shall have the same powers as granted to the Arbitrator under Article XXX of this Agreement except where modified in this Article.
- (l) The Union and the Company shall each be responsible for one-half (1/2) of the expenses of and fees payable to the arbitrator.
- (m) All decisions of the arbitrator are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either party unless the parties agree otherwise in writing.

(n) **The Arbitrator should be selected from one of the list of arbitrators indicated below, unless agreed between the parties, the arbitrator with the earliest availability will be selected.**

(i) Corrin Bell

(ii) Ken Saunders

(iii) Amanda Rogers

(iv) Elaine Doyle

(v) Jessica Gregory

ARTICLE 15 SEVERANCE AND TERMINATION PROVISIONS

15.01 SEVERANCE PAY

The Employer shall provide Severance Packages to employee's equal to five (5) days for each year of continuous service and thereafter in proportional increments of completed months of service with the Company. A day's pay shall continue to include daily overtime or other premiums or add-ons as in the past, as applicable:

- (i) On a permanent closure.
- (ii) At the employee's option this severance pay may be taken once an employee(s) lay-off has exceeded six (6) months up to the expiry of an employee's recall rights, twenty-four (24) months from the date of lay-off. It is understood that if an employee chooses to take severance pay then his recall rights are automatically expired.
- (iii) The Employer agrees to pay out severance pay within forty-eight (48) working hours of the employee's request.

ARTICLE 16 HEALTH & WELFARE BENEFIT PLANS

16.01 (a) The Health and Welfare Benefits are as per Appendix "B". The Company shall pay 100% of the costs for providing the Health and Welfare Benefits with the exception of Long-term Disability premiums. The Company may change insurance providers, provided the benefits shall be equal or greater than listed in Appendix "B".

b) Upon layoff, members who are currently covered under group insurance benefits program, shall be eligible for continued coverage through the layoff period under the following conditions:

- (i) Eligibility for disability (STD/LTD) coverage shall cease immediately once layoff commences. Coverage for all other benefits shall be maintained for a maximum of 120 days from the first day of layoff.

- (ii) Eligible employees shall have benefits reinstated on their first day back to work, provided they are covered under benefits plan on the date the layoff commenced. Eligibility for benefits is determined by the benefit plan contract.

ARTICLE 17 SHOP STEWARDS

- 17.01** The Union is entitled to appoint or elect from among the employees two (2) Shop Stewards and two (2) alternates.
- 17.02** The Employer agrees to recognize the duly appointed or elected Shop Stewards provided that the Union has first advised the Employer in writing of the names of the employees so appointed or elected. The Union agrees to advise the Employer in writing of any changes made from time to time.
- 17.03** The Shop Stewards first obligation is the fulfillment of their responsibilities as an employee. During working hours, on any operating shift, not more than one (1) Shop Steward is entitled to engage in Union activities other than the approved reporting of and resolution of grievances.
- 17.04** The function of Shop Stewards is to consider, investigate and attempt to resolve formal grievances. If in the course of investigating a formal grievance a Steward requires time during working hours of their shift, they must first obtain the permission of their supervisor. Such permission shall not be unreasonably withheld or denied.
- 17.05** Where such permission is granted, the reasonable time spent by the Shop Steward shall be deemed as time worked.
- 17.06** The Shop Steward shall not be discriminated against or disciplined solely for the proper performance of his duties on behalf of the Union.

ARTICLE 18 DISCIPLINE & DISCHARGE OF EMPLOYEES

- 18.01** The Company shall only discipline, suspend or discharge an employee for just cause. The burden of proof of just cause shall rest with the Company.
- 18.02** A Union representative shall be present at any step of the disciplinary procedure. Any employee(s) who is to be interviewed regarding disciplinary action shall be interviewed in the presence of a Shop Steward.
- 18.03** The employee, the Shop Steward or Unit Chairperson and the Local Union President shall receive a copy in writing of any disciplinary action taken including, but not limited to all written reprimands, or notices involving suspension or discharge within twenty-four (24) hours of the action taken.
- 18.04** **RELIEF** — All written warnings, reprimands and suspensions shall be rescinded and removed from the employee's personnel file, after a period of **twelve (12)** months after the date of issued disciplinary action and shall not be used against the employee thereafter provided no further disciplinary action of the similar nature has been issued.

All written warnings and reprimands shall be disregarded in the administration of the discipline after a period of twelve (12) months following the date of the most recent disciplinary action and shall not be used in the administration of future disciplines and arbitrations, unless there is a repeat offence of an egregious incident that departs from progressive discipline that is of a similar nature which will then void relief for an additional six (6) months. A suspension shall remain on the employee's file for eighteen (18) months.

18.05 The Company favours "Corrective Discipline" as opposed to "Punitive Discipline" so agrees to follow the procedure of progressive discipline as follows:

1. A verbal Warning - in the presence of a Shop Steward;
2. A Written Warning - copy to Shop Steward;
3. A Suspension without pay (specified time frame) - copy of notice to Shop Steward;
4. Discharge - copy of notice to Shop Steward.

Stages of the progressive discipline policy maybe bypassed for serious infractions. All discipline shall be administered by Management.

ARTICLE 19 EDUCATION TRUST FUND

19.01 (a) The Company shall contribute to the Union the sum of three cents (\$0.03) per hour per employee for each hour worked for education and training of Union members.

(b) The money shall be made payable to Local Union 2009 Education and Training Fund, #202 — 9292 — 200th Street. Langley, BC, V1M 3A6 and shall be remitted by the 15th of each month for the previous month and the Company shall provide necessary information regarding amounts paid for each employee.

(c) **Without limiting the generality of the foregoing, the Fund will be used to develop and deliver programs, and to pay for administration costs, time lost from work to attend education and training, travel, accommodation and such other reasonable costs as the Union determines appropriate regarding the operation and administration of the Fund.**

(d) **The Fund will provide funding for the purpose of Union education, which may include:**

(i) Grievance Handling

(ii) Collective Bargaining

(iii) Conflict Resolution

(iv) Facing Management

(v) Environmental Issues

(vi) First Nations Issues

(vii) Advanced Stewards Training

(viii) Communication Skills

(ix) Leadership Training

(x) Economic Issues

(xi) Benefits Training

(xii) Health and Safety

(xiii) Union History

ARTICLE 20 HUMANITY FUND

For the purpose of international aid and development, the Employer agrees to deduct on a bi-weekly basis the amount of (not less than \$0.01) per hour from the wages of all employees in the bargaining unit for all hours worked to a maximum of forty (40) straight time hours per week, and on a bi-weekly basis, to pay the amount so deducted to the "*Humanity Fund*" and to forward such payment to:

United Steelworkers
National Office
234 Eglinton Avenue E., 7th Floor
Toronto, Ontario
M4P 1K7

and to advise in writing both the Humanity Fund at the aforementioned address and the Local Union that such payment has been made, the amount of such payment and the names of all employees in the bargaining unit on whose behalf such payment has been made.

It is understood and agreed that participation by any employee in the bargaining unit in the program of deductions set forth above may be discontinued by any employee in the bargaining unit after the receipt by the Employer and the Local Union of that employee's written statement of his desire to discontinue such deductions from his pay which may be received during the four (4) weeks following ratification of the Agreement or at any time thereafter.

It is agreed that the total for each employee's yearly deduction will be entered in Box 46 (Charitable Contribution) of the Revenue Canada T4 slip for the year it has been deducted. For this purpose, the payroll department will note the following Charitable Donation number for the "Humanity Fund": R119172278 RR 0001.

ARTICLE 21 VANCOUVER STEELWORKER PENSION PLAN

- 21.01** Effective date of ratification, the Company shall participate into the Vancouver Steelworkers Pension Plan (“the Steelworkers Pension Plan”) on behalf of each employee who shall participate as a member of the Vancouver Steelworkers Pension Plan as a condition of employment, and shall make contributions as per Article 21.
- 21.02** The Union shall have sole responsibility for the naming of trustees and the operation of the Pension Plan and the Company shall have no responsibility for the operation of the Pension Plan save for the payment of contributions as set forth in this Article.
- 21.03** Effective date of ratification, the contributions shall be;
- | | |
|------------------------------------|--|
| <u>Effective September 1, 2022</u> | <u>the contributions shall be one dollar and eighty-six cents (\$1.86) per all hours worked.</u> |
| <u>Effective September 1, 2023</u> | <u>the contributions shall be two dollars and six cents(\$2.06) per all hours worked.</u> |
| <u>Effective September 1, 2024</u> | <u>the contributions shall be two dollars and twenty-six (\$2.26) per all hours worked.</u> |
- 21.04** The contributions shall be delivered by mail (or such other method as may be agreed to) to the Steelworkers Pension Plan by the Company within 15 days after the end of each calendar month in which the pay period ends, or as soon as reasonably possible thereafter.
- 21.05** Upon reasonable request by the Trustees of the Steelworkers’ Pension Plan (the “Trustees”), the Company shall provide all information necessary to satisfy the Trustees that the Company is properly calculating and remitting contributions in accordance with this article. Such information will include, but may not be limited to:
- i) a complete list of all employees in the bargaining unit in a given month, inclusive of employees who were hired after the commencement of the month and employees who were laid off or whose employment was terminated prior to the expiry of the month; and;
 - ii) or each employee listed, a list of the hours worked and social insurance number for each employee.
- 21.06** The Company shall provide to the Trustees such information as is necessary to enable the Trustees to properly administer the plan, including, without limiting the generality of the foregoing, all documentation and information as may be reasonably requested and which is necessary to calculate pension entitlements for beneficiaries and to enable the Trustees to comply with the Pension Benefits Standards Act.

- 21.07** The Union agrees that other than making contributions to the Steelworkers Pension Plan and providing information to the Trustees as required by articles 21.05 and 21.06 above, the Company has no other obligations with respect to the Steelworkers Pension Plan whatsoever.
- 21.08** The Company will pay the pension contribution for employees granted leave of absence under Article 12- Leave of Absences.
- 21.09** The Company shall pay pension contributions for employees who are absent from work and in receipt of Workers' Compensation benefits.
- 21.10** In accordance with government legislation, the Company will not make any further pension contributions on behalf of any employee starting in the calendar year after he/she reaches the age of seventy-one (71).

ARTICLE 22 DURATION OF AGREEMENT

- 22.01** The Parties hereto mutually agree that this Agreement shall be effective from and after the 1st day of September, 2022, to midnight the 31st day of August, 2025, and thereafter from year to year unless written notice of contrary intention is given by either Party to the other Party within four (4) months immediately preceding the date of expiry. The notice required hereunder shall be validly and sufficiently served at the Head Office of the Party of the First Part, or at the Local Office upon the Local Officers of the Union, Party of the Second Part, within four (4) months immediately preceding the 31st day of August, 2025. If no agreement is reached at the expiration of this Contract and negotiations are continued, the Agreement shall remain in force up to the time an agreement is reached or until negotiations are discontinued, by either Party.
- 22.02** The Parties hereto agree that the operation of Sections 50 (2) and (3) of the Labour Relations Code of British Columbia is excluded from this Agreement.

Signed this ____ day of _____, 2023.

On Behalf of the Company:

On Behalf of the USW Local 2009:

APPENDIX "A"

JOB CLASSIFICATION AND WAGE RATES

Department	Classification	<u>September 1, 2022</u>	<u>September 1, 2023</u>	<u>September 1, 2024</u>	
		<u>3.00%</u>	<u>3.00%</u>	<u>3.00%</u>	
		<u>\$1500 bonus</u>	<u>\$1500 bonus</u>	<u>\$1500 bonus</u>	
Truck Driving	Transportation Operator II	<u>\$35.02</u>	<u>\$36.07</u>	<u>\$37.15</u>	
	Transportation Operator I	<u>\$31.36</u>	<u>\$32.30</u>	<u>\$33.27</u>	
Warehouse					
	Posted	Operator III (Cell1)	<u>\$33.45</u>	<u>\$34.46</u>	<u>\$35.49</u>
	After 24 months	Operator II	<u>\$29.80</u>	<u>\$30.69</u>	<u>\$31.61</u>
		Operator I	<u>\$23.53</u>	<u>\$24.24</u>	<u>\$24.97</u>

In addition to the above increases, each actively working employee will receive the following lump sum cash bonuses:

Upon Ratification: \$1500.00

September 1, 2023: \$1500.00

September 1, 2024: \$1500.00

Any employee on disability leave before ratification of the renewed collective agreement shall receive all lump sum cash bonuses and wage increases upon their return to employment with GFL Delta.

Confined Space Premium – Employees required to work in a designated permitted “confined space” shall receive an additional five dollars (\$5.00) per hour worked with a two (2) hour minimum payable.

APPENDIX B

BENEFITS

Extended Health Care - Contract Number 0109151 (Manulife)

Dental Care - Contract Number 0109151 (Manulife)

Health Spending - Contract Number 0109151 (Manulife)

Long-Term Disability-Contract Number 119793 (Manulife)

Critical Illness- Contract Number 119793 (Manulife)

Life - Contract Number 119793 (Manulife)

All benefits to commence once an employee has completed thirty (30) days of employment unless otherwise stated in this agreement.

Benefit Year January 1 to December 31

Deductible None

Reimbursement Level

Drug Care Plan Included

Prescription Drugs 90%

Once the amount of expenses not reimbursed under this plan as a result of the application of the deductible or the reimbursement percentage has reached \$1,000 for a person in a benefit year, eligible expenses incurred by that person will be paid at 100% for the remainder of the benefit year.

Drugs covered under this plan must have a Drug Identification Number (DIN) and be approved under *Drug evaluation*.

We will cover the following drugs and supplies that are prescribed by a doctor or dentist and are obtained from a pharmacist:

- Drugs that legally require a prescription
- Life-sustaining drugs that may not legally require a prescription
- Injectable drugs and vitamins
- Compounded preparations, provided that the principal active ingredient is an eligible expense and has a DIN
- Diabetic supplies
- Drugs for the treatment of infertility, up to a lifetime maximum of \$15,000 per person
- Vaccines
- Intrauterine devices (IUDs) and diaphragms

- Varicose vein injections
- Anti-obesity drugs

There are drugs and treatments that are not covered, even when prescribed. Please refer to the Extended Health Care section of this booklet for details.

<i>Dispensing Fee</i>	Eligible expenses for the dispensing fee are limited to \$9 for each prescription or refill.
<i>Drug substitution limit</i>	We will not cover charges above the lowest prices equivalent drug unless we specifically approve them. To assess the medical necessity of a higher priced drug, we will require the covered person and the attending doctor to complete and submit an exception form. For employees residing in Quebec, for drugs listed in the Regie de l'assurance-maladie due Quebec (RAMQ) drug formulary, charges in excess of the lowest priced equivalent drug do not count towards the RAMQ out-of-pocket maximum unless we specifically approved the charges for the higher priced drug.
<i>Quebec drug insurance Plan</i>	Any conditions under this plan that do not meet the requirements under the Quebec drug insurance plan are automatically adjusted to meet those requirements.
<i>In-province hospital</i>	100% of the difference between the cost of a ward and a semi-private room up to a maximum of \$150 per day
<i>Convalescent hospital</i>	100% up to \$20 per day for a maximum of 180 days for treatment of an illness due to the same or related causes
<i>Out-of-province emergency Services</i>	100% <i>Emergency Travel Assistance included</i> <i>Time limit – 60 days after the date the person leaves the province where the person lives</i> <i>Lifetime maximum of \$3,000,000 per person for out-of-Canada services</i>
<i>Out-of-province referred Services</i>	80%
<i>Medical services and Equipment</i>	80% - for dental services following an accident 100% - for all other eligible expenses
<i>Paramedical services</i>	80% up to a combined maximum of \$800 per person per benefit year for all the qualified paramedical practitioners listed below: <ul style="list-style-type: none"> • Massage therapists

- Naturopaths
- Acupuncturists
- Dieticians
- Osteopaths or osteopathic practitioners, including a maximum of one x-ray examination each benefit year
- Chiropractors, including a maximum of one x-ray examination each benefit year
- Podiatrists or chiropodists, including a maximum of one x-ray examination each benefit year

80% up to a combined maximum of \$800 per person per benefit year for all the qualified paramedical practitioners listed below:

- Speech therapists
- Psychologists or social workers
- Psychotherapists

Sun Life will also cover 80% of the costs for services of a licensed physiotherapist up to a maximum of \$800 per person per benefit year.

Visual therapy

100% up to a lifetime maximum of \$300 per person

Vision Care

Contact lenses, eyeglasses or laser eye correction surgery – 100% up to a maximum of \$300 per benefit year for a person under age 18 or over a period of 2 benefit years for any other person.

Contact lenses for the treatment of specific medical conditions – 100% up to a maximum of \$300 per benefit year for a person under age 18 or over a period of 2 benefit years for any other person.

Maximum benefit

Lifetime maximum benefit for Prescription drugs - \$1,000,000 per person

Best Doctors services

Included

Termination

When you retire or reach age 70, whichever is earlier.

Dental Care – Contract Number 0109151 (Manulife)

Benefit Year

January 1 to December 31

Deductible

None

Fee Guide

The current fee guide for general practitioners in the province where the employee lives, regardless of where the treatment is received

Reimbursement level

<i>Preventative procedures</i>	90%
<i>Basic procedures</i>	90%
<i>Major procedures</i>	50%
<i>Orthodontic procedures</i>	50%, only for children under age 18

Maximum benefit

<i>Benefit year maximum</i>	\$2,000 per person A separate lifetime maximum (below) applies to Orthodontic expenses
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Lifetime maximum Orthodontic procedures - \$2,000 per person

Termination When you retire or reach age 70, whichever is earlier

Health Spending – Contract Number 0109151 (Manulife)

Benefit year March 1, 2019 to December 31, 2019 and then from January 1 to December 31

Credits \$300 at the beginning of each benefit year

Prorating If your coverage starts after the benefit year begins, your credits are adjusted based on the number of months remaining in that benefit year

Eligible expenses Expenses that are considered eligible medical, hospital and dental expenses under the Income Tax Act (Canada) and are not paid, or not paid in full, under your group plan, your spouse's plan or any government-sponsored plan

Termination When you retire or reach age 70, whichever is earlier

Short Term Disability Self-Insured (Employer paid)

Eligibility First day of employment for all regular permanent full-time hourly and salaried employees.

Coverage First day of injury and illness for a maximum period of seventeen (17) continuous weeks (1-1-17).

Employees will continue to receive one hundred percent (100%) regular rate of pay for the first five (5) consecutive days of injury or illness and eighty percent (80%) regular rate of pay for the remainder of the period. Forms shall only be provided for medical absences of greater than three (3) days.

Any disputes regarding the benefit eligibility or coverage shall be between the employee and the insurer. Disputes regarding benefits eligibility or coverage shall not be subject to the grievance and arbitration procedure. The Employer's sole responsibility with respect to benefits is to make its premium payments.

Long-Term Disability – Contract Number 119793 (Manulife)

Maximum Amount	65% of the first \$2,250 of your monthly basic earnings, plus 50% of the next \$3,500, plus 45% of the balance of your monthly earnings, if any, up to a maximum benefit of \$12,000. The maximum amount may be reduced by benefits and payments provided from other sources as described in the <i>Long-Term Disability section of this booklet</i> .
Cost of Living Adjustment	Your Long-Term Disability payment will be increased in January of each year to reflect the average increase, if any, in the Canadian Consumer Price Index over the 12-month period ending 3 months prior to the date of any adjustment. Any percentage increase to your benefit payment cannot exceed 3%. In the event of deflation, we will not decrease your benefit payment.
Elimination period	120 days
Maximum benefit period	The period ending on the last day of the month in which you reach age 65 Benefits may also end on an earlier date as specified in the <i>Long-Term Disability section of this booklet</i> .
Termination	The day you reach age 65 less the elimination period or the day you retire, whichever is earlier.
Tax status	Your employer has indicated that this disability plan is an employee-pay-all plan which means all required premium is paid by the employees covered under the plan. Therefore, the benefit payments are not taxable income.

Critical Illness- Contract Number 119793 (Manulife)

Amount \$10,000

Termination When you retire or reach age 70, whichever is earlier.
In addition, your coverage will end on the date a Critical Illness benefit is paid for a covered condition which you sustain.

Life – Contract Number 119793 (Manulife)

Employee Life

Amount 2 times your annual basic earnings rounded to the next higher \$1,000. Maximum - \$1,000,000

Proof of good health Approval required for coverage in excess of \$600,000, and any increase in that coverage of 25% or more or \$25,000, whichever is greater.

Reduction Coverage is reduced to 50% of the above amount when you reach age 65.

If you continue, or begin, to work after having reached age 65, we calculate the amount for which you would have been eligible if you had not already reached age 65, and it is that amount that will be used to determine if you have to submit proof of good health; then, we apply the above reduction clause to calculate the amount for which you are eligible.

Termination When you retire or reach age 70, whichever is earlier.

Dependent Life

Amount Spouse - \$10,000
Child - \$5,000

Termination When you retire or reach age 70, whichever is earlier.

APPENDIX C

WAREHOUSE PROGRESSION

Warehouse Progression

Following is a list of duties that are to be completed in each position to progress through the Warehouse.

Jobs will be posted with the appropriate level identified. When operators are relieving a higher rated position, they will earn the higher rate of pay associated with that positions job functions. Employees relieving a lower rated position will continue to earn their normal rate of pay.

To be clear, performing the job duties of the various levels determines the level of pay.

Operator I

- a) The employee should be able to demonstrate ability or be learning the following tasks:

Job duties

- Sweeping and clean-up
- Drum crushing
- Shipping/ receiving including manifest and BOL completion
- Dumping solid to bin
- Labelling containers
- Loading/ offloading trucks
- Bulking and packing non-hazardous waste
- Certified and proficient in TDG
- Certified in forklift operation
- Other duties as assigned

Operator II

- a) The employee should be able to demonstrate ability in all Operator I tasks and the following tasks independently without supervision:

Job duties

- *All duties of operator I + 4 Years' Experience*
- Order gunwash and solvent
- Receive small quantity waste drop offs (SQG)
- Prepare parts wash drum
- Tank farm transfer
- Bulking/ packing BC hazardous waste (BCHWR) materials not regulated by TDG and non-regulated misc. waste , class 3 and class 4.1
- Prepare inter-facility and third-party loads/ outloads
- Move and back drum trucks around yard and into dock
- **Aerosol processing**
- Other duties as assigned

Operator III (Lab Pack)

- a) Post-Secondary education with a Chemistry background or related field experience.
- b) The employee should be able to demonstrate ability in all Operator II tasks and the following tasks:

Job duties

- *All duties of operator II*
- Bulking/ packing all lab pack
- Labpacking cell 1
- Identification, classification, segregation and compatibility consolidation of highly hazardous chemicals:
 - Toxic liquid/ solid
 - Corrosive liquid/ solid
 - Oxidizers
- Repackaging air and water reactive
- Change out carbon filter cell 1
- Identify waste and packing requirements on site
- Other duties as assigned

The Employer agrees that upon ratification of the collective agreement a training posting shall be awarded to the senior qualified applicant and training of an Operator III shall commence as soon as practicable. During hours that a Trainee is performing or learning the duties of Operator III the Trainer shall be paid a premium of seventy-five cents (\$0.75) an hour.

LETTER OF UNDERSTANDING # 1

BETWEEN: **GREEN FOR LIFE (GFL) DELTA**
(hereinafter referred to as "the Company")

AND **UNITED STEELWORKERS**
On Behalf of Local No. 2009
(hereinafter referred to as "the Union")

Re: Current Transportation Operators

It is understood that the drivers are required to pack, and load as well as unload their trucks on customer sites and the facilities where they drop off. The intent of this letter is to continue the current practice of driver duties as established at certification.

Signed at _____, BC this _____ day of _____, 2023

On Behalf of the Company:

On Behalf of the USW Local 2009:

LETTER OF UNDERSTANDING # 2

BETWEEN: **GREEN FOR LIFE (GFL) DELTA**
 (hereinafter referred to as "the Company")

AND **UNITED STEELWORKERS**
 On Behalf of Local No. 2009
 (hereinafter referred to as "the Union")

Re: Out of Line Wages Grid Employees

The parties agree that all employees that are out of line on the wage grid **will receive the same increases to their base pay and cash incentives as the other employees (as identified in Appendix A) for the life of this agreement.**

	<u>September 1, 2022</u>	<u>September 1, 2023</u>	<u>September 1, 2024</u>
	<u>3.00%</u>	<u>3.00%</u>	<u>3.00%</u>
	<u>\$1500 bonus</u>	<u>\$1500 bonus</u>	<u>\$1500 bonus</u>
Doug Montgomery	<u>\$35.80</u>	<u>\$36.87</u>	<u>\$37.98</u>
James VanBuekenhout	<u>\$34.57</u>	<u>\$35.60</u>	<u>\$36.67</u>
Surjit Sethi	<u>\$32.35</u>	<u>\$33.32</u>	<u>\$34.32</u>
Curtis Hazel	<u>\$33.52</u>	<u>\$34.52</u>	<u>\$35.56</u>
Michael Desjardins	<u>\$33.36</u>	<u>Note: Employee will receive \$0.97/hr for all hours worked until his termination, in a lump sum.</u>	

Signed at _____, BC this _____ day of _____, 2023

On Behalf of the Company:

On Behalf of the USW Local 2009:

LETTER OF UNDERSTANDING # 3

BETWEEN: **GREEN FOR LIFE (GFL) DELTA**
(hereinafter referred to as "the Company")

AND **UNITED STEELWORKERS**
On Behalf of Local No. 2009
(hereinafter referred to as "the Union")

Re: Surjit Sethi Pay for Benefits

The parties agree on a completely without prejudice and without precedent basis – never to be referred to by either party in relation to any subsequent similar situations.

Therefore, the parties further agree that the employer shall pay Mr. Sethi directly on a monthly basis, the full amount of monies that they would normally pay for all benefits for all other employees in the operation.

Signed at _____, BC this _____ day of _____, 2023

On Behalf of the Company:

On Behalf of the USW Local 2009:

